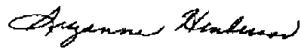


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Official Public Records



Suzanne Henderson

Tarrant County Texas

2009 Oct 02 03:22 PM

Fee: \$ 20.00

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2 Pages

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Chesapeake Operating, Inc.**AMENDMENT OF OIL, GAS, AND MINERAL LEASE****STATE OF TEXAS****L 0 2 3 7 7 6 0****§****KNOW ALL MEN BY THESE PRESENTS:****COUNTY OF TARRANT****§****§**

WHEREAS, TK & AS Investments, Inc., whose address is P.O. Box 498042, Garland, Texas 75049 ("Lessor") executed that certain Oil and Gas Lease (the "Lease") on September 30, 2006, unto Chesapeake Exploration Limited Partnership, which is recorded by memorandum in instrument D206367010 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein; and,

WHEREAS, Chesapeake Exploration Limited Partnership has been succeeded through merger by Chesapeake Exploration, L.L.C. ("Chesapeake"); and,

WHEREAS, Lessor and Chesapeake desire to amend the lease to strike Paragraph Twenty (20), also known as "Pugh Clause" in its entirety. The purpose of which is to allow both parties to derive the benefit of developing 0.6 acres of Lessor's land which was not pooled into the Birdsville ISD Unit. This amendment shall in no way prejudice Lessor's rights under the Lease for the portion of Lessor's land that was pooled into the Birdsville ISD unit.

NOW, THEREFORE, for the mutual benefit of Lessor and Chesapeake in furthering their interests in the Lease, the undersigned hereby adopts, ratifies, revives, and confirms the validity and effectiveness of said Lease in all its terms and provisions, including any Amendments, Assignments, or Extensions of said Lease, and/or any payments associated therewith that have been paid and received in full satisfaction and accord and fulfillment of any and all obligations of Lessee, and the undersigned hereby leases, grants, demises and lets said land unto Chesapeake, subject to an in accordance with all of the terms and provisions of said Lease, and any Amendments thereto, as a binding, valid, effective and subsisting oil gas and mineral lease as of the effective time provided in said lease and for all times thereafter if said lease has not expired. The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 20th day of August, 2009, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

Lessor:**TK & AS Investments, Inc.**

a Texas corporation

By:

Al Sani - Director

Lessee:**Chesapeake Exploration, L.L.C.**

an Oklahoma limited liability company

By:

Henry J. Hood, Senior Vice President-
Land and Legal & General Counsel
HJM
OB

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on this the 22 day of September, 2009, by Al Sani, Director of TK & AS Investments, Inc., a Texas corporation, on behalf of said corporation.



Sheri Shear, Jr.
Notary Public, State of Texas

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

BEFORE ME, Lauren Elliott, the undersigned notary public, on this day personally appeared Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company, who is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

GIVEN under my hand and seal of office this 25th day of September,
2009.

Notary's Public in and for the State of **OKLAHOMA**

Oklahoma

My Commission Expires:
Commission Number:



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154